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MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION, IN

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ARTICLES OF INCORPORATION
OF
MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION, INC.

Pursuant to Florida Statute Section 617.0202, the Articles of Incorporation of MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION, INC., a not-for-profit Florida corporation, are hereby set forth as follows:

ARTICLE I

NAME AND ADDRESS: The name of the Corporation, herein called the "Magnolia Pointe of Cocoa-Homeowner's Association", is "**MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION, INC.**" and the address of its principal office is 395 South Range Road, Cocoa, Florida 32926.

ARTICLE II

DEFINITIONS:

- (A) "Board" shall herein mean and refer to the Board of the Magnolia Pointe of Cocoa-Homeowner's Association.
- (B) All terms which are defined in the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION, hereinafter referred to as "the Declaration", shall be used herein with the same meanings as defined in the Declaration, as they may be amended.

ARTICLE III

PURPOSES: The purposes for which the Magnolia Pointe of Cocoa-Homeowner's Association is organized are to promote the aesthetic enjoyment and social welfare of the Owners and occupants of the Lots, and to operate and maintain and own, as the case may be, the Common Areas in accordance with and pursuant to the Declaration, or any supplement thereto, and to fulfill its obligations in accordance with and pursuant to these Articles of Incorporation and the Declaration. The Magnolia Pointe of Cocoa-Homeowner's Association is NOT a "condominium association" as defined in Chapter 718, Florida Statutes.

ARTICLE IV

GENERAL: The Magnolia Pointe of Cocoa-Homeowner's Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director or Officer. For the accomplishment of its purposes, the Magnolia Pointe of Cocoa-Homeowner's Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration, the Bylaws, Chapter 617, Florida Statutes or Chapter 720, Florida Statutes. Additionally, the Magnolia Pointe of Cocoa-Homeowner's Association shall have all of the powers and duties

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reasonably necessary to operate the properties pursuant to said Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To levy and collect assessments, including, annual assessments, neighborhood special assessments, reserve assessments, transfer fees, and late fees against members of the Magnolia Pointe of Cocoa-Homeowner's Association to defray the costs, expenses and losses of its operation, and to use the funds in the exercise of its powers and duties.
- (B) To adopt, amend, rescind and enforce reasonable rules and regulations to effectuate the purposes for which the Magnolia Pointe of Cocoa-Homeowner's Association is organized and to govern the use of the Common Areas consistent with the Declaration.
- (C) To delegate power or authority where such is deemed in the interest of the Magnolia Pointe of Cocoa-Homeowner's Association.
- (D) To own, operate, maintain, construct, improve, replace, repair and to purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of the Common Areas and other real or personal property, as provided in the Declaration, except to the extent restricted in the Declaration, these Articles, the Bylaws, Chapter 617, Florida Statutes, or Chapter 720, Florida Statutes.
- (E) To enter into contracts or agreements to carry out the purposes of the Magnolia Pointe of Cocoa-Homeowner's Association.
- (F) To charge fees for services rendered by the Magnolia Pointe of Cocoa-Homeowner's Association and for use of the Magnolia Pointe of Cocoa-Homeowner's Association's property when such is deemed appropriate by the Board.
- (G) To pay taxes and other charges, if any, on or against property owned, leased, or operated by the Magnolia Pointe of Cocoa-Homeowner's Association; and to maintain, repair, replace and operate the Common Areas and other areas (including certain portions of private property within the Magnolia Pointe of Cocoa-Homeowner's Association) in accordance with applicable governmental regulations, the Declaration, and any supplements thereto.
- (H) To enforce by legal means the obligations of the members of the Magnolia Pointe of Cocoa-Homeowner's Association, the provisions of the Declaration, and the provisions of any supplement.
- (I) To contract for professional management (the "Manager") which may be an individual, corporation, partnership or other entity, and to delegate to such Manager certain powers and duties of the Magnolia Pointe of Cocoa-Homeowner's Association.
- (J) To contract for the maintenance, security, administration and other functions to be carried out by the Magnolia Pointe of Cocoa-Homeowner's Association, and to employ accountants, attorneys, architects, and other professional personnel to perform the services required for proper operation of the Magnolia Pointe of Cocoa-Homeowner's Association.
- (K) To contract with governmental or quasi-governmental entities or property owners associations regarding maintenance and administration.
- (L) To borrow money if necessary to perform its other functions hereunder.

- (M) Notwithstanding anything contained herein to the contrary, the Magnolia Pointe of Cocoa-Homeowner's Association shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation addressing any and all issues including, but not limited to, zoning, environmental, and land use, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall members perform any such activities in the name of the Magnolia Pointe of Cocoa-Homeowner's Association.

All funds and the title to all property acquired by the Magnolia Pointe of Cocoa-Homeowner's Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE V

MEMBERS: The Magnolia Pointe of Cocoa-Homeowner's Association shall have two (2) classes of membership, Class "A" and Class "B". Each Owner in the Magnolia Pointe of Cocoa Homeowner's Association shall be a Class "A" Member and the Declarant shall be the sole Class "B" Member. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Members' rights, powers, duties and privileges shall be as set forth in the Declaration, in these Articles, the Bylaws, and rules and regulations.

- (A) One (1) vote may be cast for each Lot. Notwithstanding the foregoing, until the Turnover Date upon which the Class "B" membership shall terminate, the Class "B" Member may appoint a majority of the members of the Board. Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member, entitled to one (1) vote for each Lot owned by the Declarant.
- (B) The votes of members other than the Declarant shall be cast at meetings of the members by such member or by the person designated in such member's written proxy. The votes of Declarant shall be cast at meetings of the members by the Declarant or the person designated by the Declarant in Declarant's written proxy.

ARTICLE VI

DIRECTORS AND OFFICERS:

- (A) The affairs of the Magnolia Pointe of Cocoa-Homeowner's Association shall be administered by a Board consisting of the number of Directors determined by the Declaration, but not less than three (3) Directors and not more than five (5) Directors and in the absence of such determination shall consist of five (5) Directors. Directors of the Magnolia Pointe of Cocoa-Homeowner's Association shall be appointed by the Declarant or elected by the members as set forth in the Declaration and the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided therein. The names of the initial Board, who shall hold office until their successors are elected or appointed are as follows:

David A. Franklin
Curtis G. Deen
A. Dora Jackson
John Thomas
Regina A. Oenbrink

- (B) The business of the Magnolia Pointe of Cocoa-Homeowner's Association shall be conducted by the Officers. The Officers shall be elected (or appointed) each year by majority vote of the entire Board at its first meeting after the annual meeting of the members of the Magnolia Pointe of Cocoa-Homeowner's Association. Officers serve at the pleasure of the Board. The Officers of the Magnolia Pointe of Cocoa-Homeowner's Association shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except that the offices of President and Secretary or President and Assistant Secretary may not be held by the same person, nor may the same person hold a principal office and the position of Assistant to that same office at the same time (e.g. - Secretary and Assistant Secretary). The names and addresses of the initial Officers of the Magnolia Pointe of Cocoa-Homeowner's Association, who shall hold office until their successors are elected or appointed are as follows:

Regina A. Oenbrink	President
Curtis G. Deen	Vice President
Debbie Carter	Secretary
David A. Franklin	Treasurer
John Thomas	Assistant Secretary
A. Dora Jackson	Assistant Treasurer

ARTICLE VII

TERM: The term of the Magnolia Pointe of Cocoa-Homeowner's Association shall be perpetual.

ARTICLE VIII

BYLAWS: The Bylaws of the Magnolia Pointe of Cocoa-Homeowner's Association may be altered, amended, or rescinded in the manner provided therein. These Articles shall prevail in the event of any conflict or inconsistency between the provisions of these Articles and the provisions of the Bylaws.

ARTICLE IX

AMENDMENTS: Except as otherwise provided with regard to amendments prior to the Turnover Date, amendments to these Articles shall be proposed and adopted in the following manner:

- (A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Board, or by written petition to the Board, signed by members representing at least one-fourth (1/4) of total votes of the members.
- (B) **Procedure.** If any amendment to these Articles is proposed by the Board or the members, the proposed amendment shall be submitted to a vote of the members not later than the next annual

meeting for which proper notice can still be given. Written notice of any proposed amendment given to the members must contain the full text of the proposed amendment.

- (C) Vote Required. Except as otherwise provided for by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved at any annual or special meeting called for such purpose by a majority of the voting interests, or if it is approved in writing of a majority of the voting interests without a meeting, as provided for in the Bylaws.
- (D) Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Brevard County, Florida, with the same formalities as required for recording amendments to the Declaration or the Bylaws.
- (E) Declarant Consent. Notwithstanding the foregoing, prior to the Turnover Date, no amendment to these Articles shall be effective to reduce, abridge, amend, affect or alter any provision related to the Declarant without the prior written consent of Declarant.
- (F) Prior to the Turnover Date. Prior to the Turnover Date, an amendment to these Articles of Incorporation may be adopted at any meeting of the Board by a resolution adopted by a majority of the Directors, and no vote of the members other than the Declarant is required.

ARTICLE X

INCORPORATOR: The name and address of the Incorporator of this corporation as follows:

LYNNE M. RADER
c/o Cohen & Grigsby, P.C.
11 Stanwix Street, 15th Floor
Pittsburgh, PA 15222

The rights and interests of the Incorporator shall automatically terminate upon filing of these Articles with the Florida Department of State.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS: Every Director and every Officer of the Magnolia Pointe of Cocoa-Homeowner's Association (and the Directors and Officers as a group) shall be indemnified by the Magnolia Pointe of Cocoa-Homeowner's Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the Magnolia Pointe of Cocoa-Homeowner's Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director (whether current or former) affected by such amendment.

ARTICLE XII**TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED:**

- (A) No contract or transaction between the Magnolia Pointe of Cocoa-Homeowner's Association and one or more of its Directors or Officers, or between the Magnolia Pointe of Cocoa-Homeowner's Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Magnolia Pointe of Cocoa-Homeowner's Association shall incur liability by reason of the fact that he is or may be interested in such contract or transaction.
- (B) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

ARTICLE XIII**DISSOLUTION OF THE MAGNOLIA POINTE OF COCOA-HOMEOWNER'S ASSOCIATION:**

- (A) Upon dissolution of the Magnolia Pointe of Cocoa-Homeowner's Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:
- (1) Real property contributed to the Magnolia Pointe of Cocoa-Homeowner's Association without the receipt of other than nominal consideration by the Declarant (or its successors in interest) shall be returned to the Declarant (whether or not a member at the time of such dissolution) unless it refuses to accept the conveyance (in whole or in part);
 - (2) Dedication to applicable municipal or other governmental authority of such property (whether real, personal or mixed) as determined by the Board of the Magnolia Pointe of Cocoa-Homeowner's Association to be appropriate for dedication and which the authority is willing to accept; and
 - (3) The remaining assets shall be distributed among the members, subject to the limitations set forth below, as tenants in common, each member's share of the assets to be determined in accordance with his voting rights.
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- (B) The Magnolia Pointe of Cocoa-Homeowner's Association may be dissolved upon a resolution to that effect being approved by three-fourths (3/4ths) of the members of the Board; three-fourths (3/4ths) of the members; and the filing of Articles of Dissolution with the Department of State as provided for in Section 617.1403, Florida Statutes, as amended.

ARTICLE XIV

GENDER: Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

ARTICLE XV

RESTRICTIONS: In the event of any conflict between the provisions of these Articles of Incorporation and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XVI

DESIGNATION OF REGISTERED AGENT: Debbie Carter is hereby designated as the Magnolia Pointe of Cocoa-Homeowner's Association Registered Agent for service of process within the State of Florida, at the following address: 395 South Range Road, Cocoa, FL 32926.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation this 30th day of June, 2005.

Lynne M. Rader
Lynne M. Rader

CONSENT OF REGISTERED AGENT

Debbie Carter, hereby consents to her designation as Registered Agent in the foregoing Articles of Incorporation, and states that she is familiar with, and accepts, the obligations as Registered Agent provided for in Section 617.0501, Florida Statutes, as amended.

Dated this 30th day of June, 2005.

By: Debbie Carter
Debbie Carter, Registered Agent

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